

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street
Riverside, CA 92501

**AGREEMENT FOR SPECIAL EDUCATION SUPPLEMENTAL SERVICES
SPECIAL EDUCATION
(District Expense)**

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and **Perris Union High School District**, hereinafter referred to as “DISTRICT”, each being a “Party” and collectively the “Parties.”

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2023** to **June 30, 2024**.
2. **SERVICES:**
 - A. SUPERINTENDENT agrees to provide the following Special Education supplemental services as requested by DISTRICT:
 1. 504 Accommodation Plan services for Deaf and Hard of Hearing (DHH) and Visually Impaired (VI) Itinerant students.
 2. Assessment services in conjunction with Adaptive Physical Education services.
 3. Central Auditory Processing Disorder (CAPD) Assessment services consisting of:
 - a. Tests that evaluate hearing acuity, middle ear function, and a variety of auditory processes.
 - b. Detailed report sent to DISTRICT and the parent.
 - c. Attendance at an IEP meeting to review the CAPD Assessment findings, including diagnosis and recommendations.
 - d. Frequency Modulation trial recommendation/coordination, when appropriate.
 4. Assistive Technology services consisting of:
 - a. IEP meetings
 - b. Assessments
 - c. Trainings
 - d. Other associated services as needed
 5. Audiological services.
 - B. Services will be provided by an instructor holding the proper credentials authorizing such services.
3. **PAYMENT:**
 - A. DISTRICT agrees to pay SUPERINTENDENT:
 1. At the rates set forth in Exhibit A
 2. Said amount shall not be less than the cost of providing said services, and payable within 45 days from receipt of an invoice(s).

4. **INDEPENDENT CONTRACTOR:** SUPERINTENDENT, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of DISTRICT.
5. **WORKERS' COMPENSATION:** SUPERINTENDENT is aware of the laws of State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.
6. **INSURANCE:** SUPERINTENDENT shall provide and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Agreement by SUPERINTENDENT, its agents, representatives, or employees.
 - A. SUPERINTENDENT shall maintain limits of insurance no less than:
 1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
 2. Automobile Liability: \$1,000,000 combined single limit.
 3. Professional Liability and Errors and Omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$1,000,000 aggregate.
7. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying Party, or its officers, agents and employees.
8. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both Parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other Party will be deemed void and of no force or effect.
9. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
10. **AMENDMENT:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto.
11. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires SUPERINTENDENT to verify that its employees and subcontractors who may have contact with pupils during the performance of this Agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with the statute, including the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.

12. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** SUPERINTENDENT is aware of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

By signing this Agreement, CONTRACTOR acknowledges and agrees to the terms and conditions including the following exhibits:

- A. **EXHIBIT A**-Listing of Rates
- B. **APPENDIX A**-Scope of Work for Audiological Services

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of School
3939 Thirteenth Street
Riverside, CA 92501

Perris Union High School District
155 East Fourth Street
Perris, CA 92570

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Printed Name and Title

Printed Name and Title

Date _____

Date _____

Exhibit A

Listing of Rates

Description of Service	Amount	Unit
504 Accommodation Plan Services <ul style="list-style-type: none"> • Visually Impaired Itinerant • Deaf and Hard of Hearing 	\$10,998 \$4,926	Per Student Per Student
Adaptive Physical Education (APE) Services <ul style="list-style-type: none"> • Assessment in conjunction with APE 	\$82	Hourly
Central Auditory Processing Disorder Assessment Services <ul style="list-style-type: none"> • CAPD Assessment 	\$1,250	Per Student
Assistive Technology (AT) Services <ul style="list-style-type: none"> • IEP Meetings • Trainings and Presentations • Assessments-Estimated 10-15 hours per assessment and may need multiple specialists to participate. • All other AT related services 	\$110 \$500 \$1,000 \$100 \$100	Per Hour 3 Hours or Less 4+ Hours Per Hour Per Specialist Per Hour
Audiological Services <ul style="list-style-type: none"> • Custom Ear Molds and Batteries • IEP Meetings • Audiological Services See Appendix A for scope of work	At cost \$110 \$625	Per Item Per Hour Annually Per Student

Appendix A

Scope of Work for Audiological Services

- A. **Audiological Evaluation:**
1. Testing of students who fail the school screening and students who need baseline evaluation for special education.
 2. Annual evaluation of students with known hearing loss.
 3. Monitoring of hearing of students with conductive hearing loss following medical treatment.
 4. Monitoring of students who have progressive or fluctuating sensorineural hearing loss.
- B. **Central Auditory Processing Disorder Evaluation (CAPD):**
1. CAPD testing is available at an additional charge in addition to standard audiological evaluation.
- C. **Amplification:**
1. Recommendation for additional amplification is made which is specific to the child's hearing loss, age and education setting. Audiologist will work with the dispensing Audiologist and/or hearing aid manufacturer to insure compatibility and arrange modifications of the personal aids if needed.
- D. **Sample Purchase Orders:**
1. If appropriate equipment is not already available in the district's inventory, a sample PO for classroom amplification is provided to the district with information regarding the manufacturer's name and address, model number, accessories needed, number of receivers required, district pricing, and specific instruction regarding broadcast frequency when needed.
- E. **Equipment:**
1. If BTE (Behind the Ear) FM systems are required, custom ear molds will be made. The Audiologist will take impressions of the student's ears either in the office or at the school. The impressions will be sent to an ear mold laboratory to be manufactured. When the molds are returned from the laboratory, they will be fitted to the hearing instruments by either the Audiologist or the DHH itinerant teacher.
 2. In addition to ear molds, a BTE FM device must be properly set to avoid an output level that could damage the hearing and cause increased hearing loss.
 3. SUPERINTENDENT will pick up from and deliver to the special day classes audiological equipment for students requiring servicing.
 4. DISTRICT will pick up from and deliver to district DHH itinerant teachers the audiological equipment for students that require servicing and bring the equipment to SUPERINTENDENT'S audiological department for servicing.
- F. **Troubleshooting & In House Repair:**
1. The Audiologist will check the equipment and perform minor repairs if possible. If they cannot be fixed in house, the equipment is then sent to the appropriate manufacturer for service. Equipment will be picked up, packaged carefully, and sent express mail.
- G. **Management of Equipment Inventory:**
1. New equipment will be logged in by serial number and the make, model, and frequencies verified as correct for the student. It will be checked to ensure it is working properly, and then assigned to the correct student. The DHH (deaf & hard of hearing) itinerant teacher will be notified when it is ready for fitting.

2. When a student discontinues use of equipment, it will be logged back in so it is available for use by another student.
3. FM equipment will be logged in at the end of each school year and sent in for summer service. When it is returned, it is logged back in, calibrated and re-assigned. The Audiologist will check all equipment for frequency, etc.

H. Coordination of Systems:

1. Modifications needed to accommodate more than one type of FM system in a classroom or adjoining classrooms.

I. Referral for Medical Treatment:

1. Referrals will be made to a primary care and specialist physicians as appropriate.

J. Referral to Outside Agency:

1. A referral will be made to CCS or private insurance for personal hearing aids as needed.

K. Classroom Observation & Consultation:

1. The Audiologist will visit the school for observation and/or consultation.

L. Student's Audiological Needs:

1. Counseling with Parents, Teachers, School Nurses & Other School Personnel will consult with and answer questions regarding student's audiological needs.

M. Support Services Provided by the Audiology Clerk:

1. Processing & monitoring of all incoming referrals.
2. Scheduling appointments for new referrals, annual evaluations and re-checks.
3. Providing information regarding the status of referrals when requested.
4. Spanish translation for Audiologist.
5. Follow-up with private Audiologist & CCS regarding personal hearing aid needs.
6. Follow-up with parents regarding hearing aids and medical recommendations.